

# **EXHIBIT 1**

**Re: [EXTERNAL] Brown v. Google / Tolling Agreement****Barry Walker** <BarryW@potterhandy.com>

Fri 6/28/2024 2:32 PM

**To:** Mark C. Mao <mmao@bsflp.com>**Cc:** Mark Potter <mark@potterhandy.com>; Russell Handy <russ@potterhandy.com>; Claire Cylkowski <clairec@potterhandy.com>

Good afternoon Mr. Mao,

I'm following up with you again with our third request for a copy of the Tolling Agreement your firm negotiated with Google on behalf of some class members. As you now know, Potter Handy represents a number of individuals who are seeking damages against Google and who are members of the settlement class. Our clients believe, and we agree, that they are entitled to know the terms of the Tolling Agreement.

A class settlement agreement must ultimately be fair, reasonable and adequate to all class members within the meaning of Rule 23 and an agreement that fails to satisfy that requirement is objectionable. Here, plaintiffs and some class members appear to be treated differently from our clients and countless other absent class members. Without the ability to review the Agreement or receiving information about the facts leading to the agreement, we are unable to evaluate whether the settlement as a whole is fair, reasonable and adequate.

We respectfully renew our request for a copy of the Agreement.

Best Regards,  
Barry Walker

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**From:** Barry Walker <BarryW@potterhandy.com>**Sent:** Thursday, June 20, 2024 7:26 AM**To:** Mark C. Mao <mmao@bsflp.com>**Cc:** Mark Potter <mark@potterhandy.com>; Russell Handy <russ@potterhandy.com>; Claire Cylkowski <clairec@potterhandy.com>**Subject:** Re: [EXTERNAL] Brown v. Google / Tolling Agreement

Mr. Mao,

I haven't received a response to my email last week and I'm following up. I have two questions: will you provide us with a copy of the standard tolling agreement you negotiated with Google and if not, why not?

Thank you,  
Barry Walker

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**From:** Barry Walker <BarryW@potterhandy.com>**Sent:** Tuesday, June 11, 2024 7:41 PM**To:** Mark C. Mao <mmao@BSFLLP.com>**Cc:** Mark Potter <mark@potterhandy.com>**Subject:** Re: [EXTERNAL] Brown v. Google / Tolling Agreement

Thank you for your prompt response. Is there any reason you can't provide a copy to us?

Mobile: (909) 731-3864

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